



Porthleven Holiday Cottages Terms & Conditions

Contract of hire

The Porthleven Harbour and Dock Company (PH&D Co) act on behalf of and are connected with Company's or individuals whom own the holiday properties. (hereafter call the OWNERS) _The hiring contract shall be between the hirer and the Owners of the individual properties and shall be deemed to be made subject to these Booking Conditions. The Contract of Hire is not effective until the Porthleven Harbour and Dock Company despatches to the Hirer written confirmation of a booking. The hiring contract confers upon the Hirer the right to occupy the property for a holiday only and that no right to remain in the accommodation exists after the date of the holiday, as stated in the Booking Form within the meaning of section 9 of the Rent Act 1997.

Bookings

Bookings will only be accepted on the official booking form obtainable from the Porthleven Harbour and Dock Company Office.

Composition of Parties and Age Limits

We provide superior family accommodation and it is our Policy not to accept bookings from those under the age of 18.

Deposits & Balance Payments

All bookings made more than eight weeks before the intended date of arrival must be accompanied by a deposit of 50%. In these cases the balance of the holiday charge is payable not later than four weeks before the intended date of arrival. The Owners shall be entitled to treat any failure to pay such a balance by the due date as a cancellation of the booking by the Hirer and will notify the Hirer in writing if it intends to do so. Where bookings are made less than eight weeks before the intended date of departure the whole of the holiday charge is payable at the time of booking.

Surety Deposit

We require a surety deposit (amount as stated on the booking form) which will be held until after the end of the holiday and will be returned dependant on the condition of the property and its contents.

Confirmation of Booking

The deposit shall be treated as part payment of the total sum due for the holiday. All charges as well as the amount of deposit are shown on the Confirmation of Booking. Once a Confirmation of Bookings has been issued, the Hirer is responsible for the total advertised price of the property and extras as shown on the Confirmation of Booking. We strongly recommend holiday cancellation insurance as once a Confirmation of Booking has been issued the total sum is due and payable.

Changeover days

Changeover days are either a Friday or Saturday, Please refer to the individual property details. Out of season short breaks or mid week breaks may be available, please call to enquire availability.

Old Cottages

We try to ensure that the properties are heated and aired constantly but retain their inherent character. Any queries regarding the condition of the property, the accommodation afforded or the facilities available must be taken up with the PH&D Co. within 48 hours of arrival so that any necessary action may be taken. No action in this regard will be entered into after the holiday has finished.

Personal Belongings

Vehicles, baggage and personal belongings are at the Hirers risk at all times No responsibility will be accepted for loss or damage to any belongings or its contents. Guests parking in the company's car park do so at their own risk.

Party Size and Composition

In no circumstances may more than the number of persons as stated in the Brochure occupy a property. The PH&D Co. reserves the right to refuse admittance if this condition is not observed.

Not more than six day visitors to a property are permitted without the prior written consent of the Company which reserves the right to require payment of a refundable breakage's deposits in such circumstances.

Takeover, Return & Letting Period

All bookings commence at 4pm on the day of arrival and end at 10am on the day of departure.

Hirer's Responsibility

The Hirer is responsible for the property and is expected to take all reasonable care of it. All equipment, utensils etc. must be left clean. The property is also to be left clean and tidy at the end of the hire period. If the property is left in an unsatisfactory condition and additional cleaning costs are incurred, the Owners reserves the right to recover these costs from the Hirer. All breakage's and damage must be reported to the office immediately so that they can be rectified. All breakage's and damage are the legal responsibility of the Hirer and the cost of repair or replacement shall be refundable to the Owners upon demand.

The Owners Rights

The PH&D Co acting on behalf of the Owners reserves the right to refuse any booking and also cancel any booking already made, if in its absolute discretion it considers this to be necessary. Where a booking is cancelled, it will make every effort to offer an alternative holiday at no increase in cost and if the Hirer does not accept the alternative holiday offered, the Owners will return to the Hirer the deposit paid and any other sum paid to the Owners by the Hirer.

Brochure

While every effort has been made to ensure that the representations contained in this Brochure and in all advertising matter are made in good faith, neither they nor any oral representations made by employees or representatives of the Owners will create liability on the part of the Owners.

General

There shall be no liability for any claim arising from the act, omission or neglect or default of the Owners, its representatives unless proved to be done with intent to cause damage or recklessly and with knowledge that loss or danger would probably result. The Owners representatives have no authority to waive or modify these Conditions other than in writing.

Right of Entry

The right of entry to the property at all reasonable times is reserved by the PH&D Co with or without the workmen for the purpose of inspection or to carry out repair deemed necessary to the property, facilities or equipment including the exterior and garden, provided prior notice has been given.

Prices

Prices as published are held for the current year. Prices for subsequent years should be verified with PH&D Co.